



GAIL FARBER, Director

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

May 06, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

### ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

47 May 6, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**LOS ANGELES RIVER AND TRIBUTARIES METALS TOTAL MAXIMUM  
DAILY LOAD COORDINATED MONITORING PLAN  
MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF  
LOS ANGELES AND THE GATEWAY CITIES COUNCIL OF GOVERNMENTS  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

### **SUBJECT**

This action is to enter into a cooperative Memorandum of Agreement between the County of Los Angeles and the Gateway Cities Council of Governments to provide for the County of Los Angeles' share of the implementation cost for the Coordinated Monitoring Plan required by the Los Angeles River and Tributaries Metals Total Maximum Daily Load. The estimated total cost of the Memorandum of Agreement for the County of Los Angeles is a not to exceed amount of \$80,376.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed Los Angeles River and Tributaries Metals Total Maximum Daily Load Coordinated Monitoring Plan Memorandum of Agreement is exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Based on available funding appropriation, authorize the Director of Public Works or her designee to execute the Memorandum of Agreement to become effective on the date of final execution by the County of Los Angeles and the Gateway Cities Council of Governments and shall remain in effect until June 30, 2015, for a total County of Los Angeles cost not to exceed \$80,376.
3. Authorize the Director of Public Works or her designee to execute any necessary amendments to this Memorandum of Agreement with the Gateway Cities Council of Governments to share in the

costs of implementing the Coordinated Monitoring Plan provided that any amendments that relate to costs are budgeted and do not increase the County of Los Angeles' annual cost for this plan by more than 10 percent.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to find the proposed Memorandum of Agreement (MOA), in a form substantially similar to the enclosed, exempt from the California Environmental Quality Act (CEQA) and to authorize the Director of Public Works or her designee to execute the MOA with the Gateway Cities Council of Governments (GCCOG) to implement the monitoring required by the Los Angeles River and Tributaries Metals Total Maximum Daily Load (LAR Metals TMDL) Coordinated Monitoring Plan (CMP). The MOA is to become effective on the date of final execution by the County of Los Angeles and the GCCOG and shall remain in effect until June 30, 2015, for a total County cost not to exceed \$80,376.

The California Regional Water Quality Control Board, Los Angeles Region, adopted the LAR Metals TMDL on September 6, 2007, and it became effective on October 29, 2008. The LAR Metals TMDL identifies the County, California Department of Transportation (Caltrans), and 41 Cities (see Exhibit A1 of the MOA for list of Cities) as the responsible agencies for meeting TMDL requirements, including implementation of or continued participation in required monitoring programs.

On July 15, 2008, the Board adopted a Resolution that authorized the Chief Executive Officer to execute an MOA with the GCCOG to implement the CMP for the LAR Metals TMDL. The MOA became effective on January 5, 2009, and expired on June 30, 2012.

Since then, the GCCOG has assisted the responsible parties by continuing the implementation of the CMP for the LAR Metals TMDL. The GCCOG is now in the process of entering into separate cost-sharing MOAs with each City, Caltrans, and the County for each agency to pay their shares of the CMP costs. Each LAR Metals TMDL responsible agency's share of this monitoring program and the project management and contract administration cost from the GCCOG was determined based on the jurisdictional land area within the contributing watershed (at the time of negotiation) identified in the LAR Metals TMDL. The GCCOG has agreed to continue acting on behalf of all LAR Metals TMDL responsible agencies.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Fiscal Sustainability (Goal 2). The MOA supports the Goal by strengthening the County's capacity to sustain essential County services through proactive and prudent fiscal policy.

### **FISCAL IMPACT/FINANCING**

As shown on Exhibits A1 and A2 of the enclosed MOA, the net County cost for Fiscal Years 2012-13, 2013-14, and 2014-15 is estimated to be \$23,264, \$23,264, and \$26,541 respectively. The recommended actions including a 10 percent increase to account for any potential amendments, results in a total County cost not to exceed of \$80,376. The costs include the implementation of the LAR Metals TMDL CMP and contract management by the GCCOG. The net County cost for the first two years of this MOA is included in the Fiscal Year 2013-14 Unincorporated Area Stormwater Budget, which is part of the Department of Public Works General Fund Budget. Funding for costs under the MOA in Fiscal Year 2014-15 will be requested through the annual budget process.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The LAR Metals TMDL became effective on October 29, 2008. The responsible agencies jointly submitted a CMP to the Regional Board. The Regional Board subsequently approved the CMP and further directed the responsible agencies to implement the CMP.

To implement the CMP, the responsible agencies combined their resources and executed cooperative cost-sharing MOAs on January 5, 2009, to allow the GCCOG to perform the monitoring. Each responsible agency signed a separate MOA with the GCCOG based on its effective jurisdictional land area within the contributing watershed. The MOAs expired on June 30, 2012. Due to the approved monitoring timeline, the GCCOG continues to implement the monitoring activities that are subject to the MOA to ensure compliance with the LAR Metals TMDL.

The new National Pollutant Discharge Elimination System Permit for municipal stormwater and urban runoff discharge within Los Angeles County became effective on December 28, 2012. The LAR Metals TMDL was incorporated into the National Pollutant Discharge Elimination System Permit, and as a result, the LAR Metals TMDL responsible agencies are mandated to demonstrate compliance with the LAR Metals TMDL through continued participation in the monitoring programs, and are subject to enforcement if the water quality standards established by this TMDL are not met.

In order to fund and continue implementing the LAR Metals TMDL's CMP, each TMDL responsible agency needs to renew its MOA with GCCOG. As in the previous MOA, the County's share was determined based on its jurisdictional land area (at the time of negotiation) within the contributing watershed identified in the LAR Metals TMDL.

The County and GCCOG staff and their respective counsels have approved the MOA as to form. Upon the Board's delegation of authority, the MOA, in a form substantially similar to the enclosed, will be subsequently reviewed and approved as to form by County Counsel prior to execution by the Director of Public Works or her designee.

## **ENVIRONMENTAL DOCUMENTATION**

The proposed activities are statutorily exempt from CEQA. The proposed MOA, which includes funding for continued implementation of the LAR Metals TMDL CMP, involves feasibility and planning studies for possible future actions, which have not been approved, adopted, or funded, and therefore, are exempt under Section 15262 of the CEQA Guidelines. Further, the proposed activities do not include the adoption of a plan that will have a legally binding effect on later activities. Public Works will return to the Board for approval of any projects recommended as a result of the CMP process, along with the appropriate environmental documentation.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the County Clerk in accordance with Section 15062 of the CEQA Guidelines.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will benefit the County by sharing in the cost of implementing

The Honorable Board of Supervisors

5/6/2014

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the LAR Metals TMDL CMP. There will be no negative impact on current services.

**CONCLUSION**

Please return two adopted copies of this letter to the Chief Executive Office, Community and Municipal Services Cluster, and one copy to Public Works, Watershed Management Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GH:ba

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE GATEWAY CITIES COUNCIL OF GOVERNMENTS  
AND  
THE COUNTY OF LOS ANGELES

REGARDING THE ADMINISTRATION AND COST SHARING OF THE  
COORDINATED MONITORING PLAN FOR THE LOS ANGELES RIVER AND  
TRIBUTARIES METALS TMDL

This Memorandum of Agreement ("Agreement") is made and entered into as of the date of the last signature set forth below by and between the Gateway Cities Council of Governments ("GCCOG"), a California joint powers authority, and the County of Los Angeles ("County"), a political subdivision of the State of California (County) (hereinafter referred to as the "Parties" or individually as "Party") with respect to the following:

RECITALS

WHEREAS, the mission of the GCCOG includes environmental planning and providing technically sound science and analyses to its member cities and agencies; and

WHEREAS, fifteen of the GCCOG's member cities are located within the Los Angeles River watershed, and the GCCOG has established effective working relationships with the adjacent Councils of Governments; and

WHEREAS, the GCCOG has previously entered into interagency agreements, successfully partnering with various cities, Southern California Association of Governments (SCAG), California Department of Transportation (CALTRANS), and the County of Los Angeles to undertake projects and studies of regional significance; and

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region ("Regional Board") adopted the Los Angeles River and Tributaries Metals Total Maximum Daily Load ("TMDL" or "Los Angeles River Metals TMDL") on June 2, 2005, which became effective on January 11, 2006, with the intent of improving water quality in the Los Angeles River and its tributaries; and

WHEREAS, the Parties recognize that the TMDL is legally enforceable due to its incorporation into the National Pollutant Discharge Elimination System Permit for Waste Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges, which became effective on December 28, 2012; and

WHEREAS, this TMDL regulates the discharge of runoff from the forty participating cities, the County of Los Angeles, and CALTRANS, herein referred to collectively as the "Regulated Entities" or singularly as "Regulated Entity," requiring a high degree of organization and cooperation from the local watershed agencies; and

WHEREAS, this TMDL requires the implementation of a Coordinated Monitoring Plan (“CMP”) by the Regulated Entities that is designed to monitor water quality at key locations along the Los Angeles River and its tributaries, in addition to proving compliance with the TMDL waste load allocations; and

WHEREAS, a Los Angeles River Metals TMDL Technical Committee, consisting of representatives from the Regulated Entities, has been established with the purpose of preparing and submitting the CMP to the Regional Board; and

WHEREAS, a Los Angeles River Metals TMDL Steering Committee, consisting of representatives from the Regulated Entities, has been established for the purpose of providing general oversight of the implementation of the Los Angeles River Metals TMDL which includes the CMP and technical Special Studies; and

WHEREAS, a Los Angeles River Watershed Management Committee, required by the Municipal Storm Water NPDES Permit, meets on a regular basis and is attended by all the Regulated Entities in the watershed; and

WHEREAS, the draft and final CMP titled “Los Angeles River Metals TMDL Coordinated Monitoring Plan,” was prepared by the Technical Committee, reviewed by the Los Angeles River Watershed Management Committee and Steering Committee, and submitted to the Regional Board on April 11, 2007 and March 26, 2008, respectively; and

WHEREAS, the Regulated Entities agreed to continue implementing the CMP approved by the Regional Board on April 11, 2008; and

WHEREAS, the CMP requires administrative services that the Regulated Entities desire the GCCOG to coordinate, including contracting for the collection of dry and wet weather water quality samples, laboratory analysis and reporting services, and other CMP related activities; and

WHEREAS, the GCCOG has agreed to provide administrative services to the Regulated Entities to facilitate the successful implementation of the CMP; and

WHEREAS, the Regulated Entities have agreed to cooperatively share in fully funding the estimated costs of implementing the CMP and related activities, including those costs incurred by the GCCOG in administering this Agreement, based on the cost allocation formula contained in Exhibit A and the estimated monitoring plan costs shown in Exhibit B of this Agreement; and

WHEREAS, the City of Los Angeles has the expertise and equipment to perform sampling services, laboratory analysis, and reporting services (“Monitoring Services”) consistent with the CMP; and

WHEREAS, the GCCOG and the Regulated Entities agree to employ the City of Los Angeles to perform the Monitoring Services on their behalf at locations identified in the CMP, and the Regulated Entities are willing to pay the City of Los Angeles for its Monitoring Services through the GCCOG, and City of Los Angeles is willing to perform the Monitoring Services and be reimbursed for such services as indicated in Exhibit B; and

WHEREAS, the County of Los Angeles has the expertise and equipment to perform the installation, or the ability to contract the installation to an outside entity, of the automated water sampling devices consistent with the CMP; and

WHEREAS, the GCCOG and the Regulated Entities agree to employ the County of Los Angeles to perform the installation of the automated water sampling devices on their behalf at locations identified in the CMP, and the Regulated Entities are willing to pay the County of Los Angeles for its installation services through the GCCOG, and County of Los Angeles is willing to provide, perform and be reimbursed for such installation services, whenever applicable by way of amendment to this MOA; and

WHEREAS, the County had previously entered into an agreement with the GCCOG for cost-sharing of monitoring for the Los Angeles River and Tributaries Metals TMDL, which was executed on January 5, 2009 and expired on June 30, 2012; and

WHEREAS, the GCCOG desires to enter into similar cost-sharing agreements with all other Regulated Entities before this Agreement becomes enforceable, unless stated otherwise elsewhere in this Agreement.

WHEREAS, to expedite the cost-sharing of Monitoring Services as contained in Exhibit A of the Agreement, the Regulated Entities have agreed that the GCCOG will enter into separate agreements with the Regulated Entities;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is to cooperatively fund the implementation of the CMP and to coordinate the payment and performance of the Monitoring Services.

Section 3. Cooperation. The Parties shall fully cooperate with one another to attain the purposes of this Agreement.

Section 4. Voluntary Nature. This Agreement is voluntarily entered into for the implementation of the CMP.

Section 5. Term. This Agreement shall become effective on the date of final execution by the parties and shall remain in effect until June 30, 2015.

Section 6. Continuation of Coordinated Monitoring Plan. The Los Angeles River Metals TMDL CMP consists of the regulatory background, ambient and effectiveness monitoring, monitoring sites, sampling parameters, analytical methods, schedule, reporting, and other regulatory requirements. Digital versions of the Regional Board-approved CMP have been provided to all of the Regulated Entities. The final CMP was approved by the Regional Board on April 11, 2008, and is incorporated into this Agreement by this reference.

Section 7. Assessment for Proportional Costs of the CMP. The County agrees to provide funds, subject to annual budget authority, to the GCCOG in the amount shown in Exhibit A, based on the estimated annual monitoring costs in Exhibit B, attached hereto and made a part of this Agreement by this reference. The GCCOG will annually invoice the County upon the execution of this Agreement, based on allocated CMP costs set forth in Exhibit A, which include all administrative costs incurred by the GCCOG in the performance of its duties under this Agreement. The GCCOG administrative costs include compensation for staff time, audit expenses, and costs incurred in administering agreements.

Section 8. Role of the GCCOG. The GCCOG shall enter into substantially and materially similar agreements with each of the Regulated Entities to effectuate the CMP, invoice and collect from the Regulated Entities the estimated amounts identified in Exhibit A, which are based on the estimated annual monitoring costs in Exhibit B, and reimburse the City of Los Angeles for its services as described in this Agreement.

Section 9. Role of the City of Los Angeles.

- a) Monitoring – The City of Los Angeles will perform the Monitoring Services at locations indicated in the CMP on behalf of the Regulated Entities. Performance of the Monitoring Services by Los Angeles is expressly conditioned upon all Regulated Entities listed in Exhibit A executing a similar agreement with the GCCOG for cost sharing of the CMP.
- b) Early Start of Monitoring – The TMDL requires monitoring to be continuous. Therefore, all Regulated Entities agree that the City of Los Angeles will continue the Monitoring Services, if necessary, even before this agreement has been signed by all the Regulated Entities to ensure compliance with the TMDL. The Regulated Entities thereby authorize that all costs incurred by the City of Los Angeles for any early monitoring required by the CMP be included in the initial GCCOG invoice to the Regulated Entities.
- c) Reporting – The City of Los Angeles will submit final summary monitoring reports to the Regional Board annually as described in the CMP and distribute copies of the annual reports to the Regulated Entities prior to submittal to the



Regional Board for review and approval. Regulated entities will have the right to request monitoring reports at any time. Reports submitted to County will be in a format that is consistent with the County's Intergrated Water Quality Database System (IWQDBS).

Section 10. Invoice and Payment.

- a) Annual Monitoring Payment – The GCCOG shall reimburse the City of Los Angeles for the Monitoring Services in accordance with Exhibit B within ninety (90) days of receipt of the invoice from City of Los Angeles, minus the cost share of the City of Los Angeles' portion of the GCCOG annual administration services cost. The GCCOG shall not be obligated to remit to the City of Los Angeles more than the amount it has actually collected from the Regulated Entities pursuant to this Agreement less its estimated administrative costs. In the event that funds received by the GCCOG are not sufficient to cover the full GCCOG administrative costs and City of Los Angeles invoice within 90 days of invoice, but are subsequently received, those subsequent amounts shall be paid to the City of Los Angeles within 30 days of receipt by the GCCOG. The annual payment shall be increased by the State of California Consumer Price Index (CPI) annually<sup>1</sup>. The total annual monitoring costs shown in Exhibit B are estimates that have been agreed upon amongst the City of Los Angeles and the Regulated Entities. The cost estimates of Monitoring Services presented in Exhibit B and costs of any monitoring activities, are subject to changes in the CMP pursuant to a Regional Board requirement or unforeseen challenges in the field. The GCCOG shall be notified by the City of Los Angeles of any decreases or increases in sampling frequency; the actual cost of any decreases or increases in sampling frequency will be reconciled with the next annual payment.
- b) Auto Sampler Payment – The GCCOG shall reimburse the City of Los Angeles for maintenance authorized by the CMP Steering and Technical Committees to the auto sampler infrastructure within ninety (90) days of receipt of any invoices from City of Los Angeles. The GCCOG shall not be obligated to remit to the City of Los Angeles more than the amount it has actually collected from Regulated Entities pursuant to this agreement less its estimated administrative costs. In the event that funds received by the GCCOG are not sufficient to cover the full GCCOG administrative costs and City of Los Angeles invoice within 90 days of invoice, but are subsequently received, those subsequent amounts shall be paid to the City of Los Angeles within 30 days of receipt by the GCCOG.
- c) Invoice – The GCCOG shall invoice the County annually. The first year's invoice will be sent immediately following the execution of this Agreement. The second invoice will be sent in July 2013. The invoices shall be based

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<sup>1</sup> The State of California CPI is referenced at <http://www.dir.ca.gov/DPRL> for Los Angeles-Riverside-Orange County Region for the month of June.

upon Exhibit A. The County shall pay the GCCOG invoices within sixty (60) days of receipt of the invoices. The City of Los Angeles will invoice the GCCOG immediately upon execution of this Agreement and from thereon on an annual basis starting July 2013. Since the City of Los Angeles is providing the Monitoring Services and sampler maintenance, the City of Los Angeles will not be invoiced by the GCCOG for any monitoring and auto sampler maintenance-related costs as part of the City's costs share. Therefore, the City of Los Angeles invoice will be adjusted to exclude the City's cost shares.

- d) Contingency – Any substantiated increase to the amount set forth in Exhibit A will require an amendment to this Agreement.
- e) Late Payment Penalty – Any payment that is late shall be subject to interest on the original amount due from the date that the payment first became due. The interest rate shall be equal to the Prime Rate in effect when the payment first became due plus one percent for any payment that is made from 1 to 30 days after the due date. The Prime Rate in effect when the payment first became due plus five (5) percent shall apply for any payment that is made from 31 to 60 days after the due date. The Prime Rate in effect when the payment first became due plus ten (10) percent shall apply for any payment that is made more than 60 days after the due date. The rates shall, nevertheless, not exceed the maximum allowed by law.
- f) Delinquent Payments – A Regulated Entity's payment is considered to be delinquent 180 days after being invoiced by the GCCOG. The following procedures may be implemented to attain payments from the delinquent Regulated Entity or Entities per instructions from the Steering Committee: 1) verbally contact/meet with the manager from the delinquent Regulated Entity or Entities, 2) submit a formal letter to the delinquent Regulated Entity or Entities from the GCCOG attorney, and 3) notify the Regional Board that the delinquent Regulated Entity or Entities are no longer a participating member of the CMP. If a Regulated Entity or Entities remain delinquent after the above procedures, then any delinquent amount(s) will be distributed in the following year's invoice amongst all remaining Regulated Entities proportionate to each Entity's area as it relates to the overall remaining total Regulated Entities area, excluding the delinquent Regulated Entity or Entities. The Steering Committee will revise Exhibits A and B to show the recalculated costs for each participating Regulated Entity; these revised exhibits will be sent to the GCCOG and included with the annual invoices to the Regulated Entities.
- g) Interest Accrual – Any interest accrued on the funds collected per this Agreement during the term of this Agreement shall be redeposited into the appropriate account and used for implementation of the CMP. The GCCOG shall report on an annual basis to the Steering Committee the amount of interest accrued by the CMP account(s).

- h) Excess Funds – Within 90 days of the each fiscal year end, the GCCOG will provide the Regulated Entities with a statement of the actual expenditures. Any collected funds not spent in any annual period shall remain in the appropriate account and used as credit towards County's share for implementation of the CMP.
- i) Reconciliation of this Agreement – Within 90 days of the termination of this Agreement, the GCCOG, will provide the Regulated Entities with a statement of the actual expenditures. Unexpended funds at the termination of this Agreement will be returned to County using the cost allocation formula in Exhibit A.

Section 11. Independent Contractor.

- a) The GCCOG is and shall at all times remain a wholly independent contractor for performance of the obligations described in this Agreement. The GCCOG officers, employees and agents performing such obligations shall at all times be under the GCCOG's exclusive control. The Regulated Entities shall not have control over the conduct of the GCCOG or any of its officers, employees or agents, except as set forth in this Agreement.
- b) No employee benefits shall be available to the GCCOG in connection with the performance of its obligations under this Agreement. The GCCOG is solely responsible for the payment of salaries, wages, other compensation, employment taxes, worker's compensation, or similar taxes for its employees for performing obligations hereunder.

Section 12. Indemnification.

- a) To the fullest extent permitted by law, the County and the GCCOG agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, actual attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined.
- b) In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in

Section 895 of said Code), each of the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each Party indemnifies, defends, and holds harmless each other party for any liability, cost, or expense that may be imposed upon such other Party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 13. Termination of Agreement. Either Party may terminate this Agreement for any reason, in whole or part, by giving the other Party thirty (30) days written notice thereof. The County shall be responsible for the allocated costs of CMP activities incurred up to the date of the termination. The GCCOG shall notify all Regulated Entities in writing within fourteen (14) days of receiving written notice from any Regulated Entity that intends to terminate its Agreement with the GCCOG.

Section 15. Miscellaneous.

- a) Notices. All notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement or other communication required or permitted, which any Party is required or desires to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GCCOG: Mr. Richard Powers  
Executive Director  
16401 Paramount Blvd.  
Paramount, CA 90723

To County of Los Angeles  
  
Gary Hildebrand  
Assistant Deputy Director  
Watershed Management Division  
900 South Fremont Avenue, 11<sup>th</sup> Floor  
Alhambra, CA 91803-1331

- b) Separate Accounting and Auditing. The GCCOG agrees to establish a separate account to track the revenues from the Regulated Entities and the expenses from of the CMP. Quarterly financial statements and the annual audit will be made available to all of the participating Regulated Entities and will be provided to the Steering and Technical Committees.
- c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of each Party to this Agreement and their respective heirs, administrators, representatives, successors, and assigns.
- d) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by an instrument in writing signed by the Parties.
- e) Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement.
- f) Law to Govern; Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- g) No Presumption in Drafting. The Parties to this Agreement agree that the general rule that an Agreement is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.
- h) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- i) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and constructed without the invalid, void, or unenforceable provision(s).
- j) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to both Parties to this Agreement.
- k) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.
- l) Relationship of Parties. The parties are and shall remain at all times as to each other, wholly independent entities. No party to this Agreement shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary in this Agreement. No agent, employee, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.

m) Agency Authorization. Each of the persons signing below on behalf of a Party represents and warrants that he or she is authorized to sign this Agreement on behalf of such Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

MEMORANDUM OF AGREEMENT BETWEEN THE GATEWAY CITIES COUNCIL AND  
THE COUNTY OF LOS ANGELES OF THE COORDINATED MONITORING PLAN FOR  
THE LOS ANGELES RIVER AND TRIBUTARIES METALS TMDL

DATE: \_\_\_\_\_

COUNTY OF LOS ANGELES

BY \_\_\_\_\_

GAIL FARBER  
Director of Public Works

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

APPROVED AS TO FORM:  
JOHN F. KRATTLI  
County Counsel

BY: \_\_\_\_\_  
Deputy

MEMORANDUM OF AGREEMENT BETWEEN THE GATEWAY CITIES COUNCIL AND  
THE COUNTY OF LOS ANGELES OF THE COORDINATED MONITORING PLAN FOR  
THE LOS ANGELES RIVER AND TRIBUTARIES METALS TMDL

DATE: \_\_\_\_\_

GATEWAY CITIES COUNCIL OF  
GOVERNMENTS

\_\_\_\_\_  
Larry R. Nelson, President

ATTEST:

\_\_\_\_\_  
Richard Powers, Secretary



**EXHIBIT A1 (FY 2012-13 and FY 2013-14)**  
**LA County MOA - Los Angeles River Metals TMDL**

<b>Metals TMDL</b>	<b>Area in Square Miles</b>	<b>Distribution</b>	<b>Base Rate (\$)</b>	<b>Allocation on Square Miles (\$)</b>	<b>Total Rate (\$)</b>
Alhambra	7.6	1.2%	\$ 1,014	\$ 2,098	\$ 3,112
Arcadia	10.93	1.8%	\$ 1,014	\$ 3,017	\$ 4,031
Bell	2.74	0.4%	\$ 1,014	\$ 756	\$ 1,771
Bell Gardens	2.48	0.4%	\$ 1,014	\$ 685	\$ 1,699
Bradbury	1.4	0.2%	\$ 1,014	\$ 386	\$ 1,401
Burbank	17.35	2.8%	\$ 1,014	\$ 4,789	\$ 5,803
Caltrans	11.24	1.8%	\$ 1,014	\$ 3,102	\$ 4,117
Calabasas	5.58	0.9%	\$ 1,014	\$ 1,540	\$ 2,554
Carson	0.24	0.0%	\$ 1,014	\$ 66	\$ 1,081
Commerce	6.56	1.1%	\$ 1,014	\$ 1,811	\$ 2,825
Compton	8.6	1.4%	\$ 1,014	\$ 2,374	\$ 3,388
Cudahy	1.12	0.2%	\$ 1,014	\$ 309	\$ 1,323
Downey	5.66	0.9%	\$ 1,014	\$ 1,562	\$ 2,577
Duarte	2.3	0.4%	\$ 1,014	\$ 635	\$ 1,649
El Monte	6.97	1.1%	\$ 1,014	\$ 1,924	\$ 2,938
Glendale	30.62	5.0%	\$ 1,014	\$ 8,452	\$ 9,466
Hidden Hills	1.57	0.3%	\$ 1,014	\$ 433	\$ 1,448
Huntington Park	3.03	0.5%	\$ 1,014	\$ 836	\$ 1,851
Irwindale	1.89	0.3%	\$ 1,014	\$ 522	\$ 1,536
La Canada Flintridge	8.57	1.4%	\$ 1,014	\$ 2,365	\$ 3,380
Lakewood	0.0844	0.0%	\$ 1,014	\$ 23	\$ 1,038
Long Beach	16.66	2.7%	\$ 1,014	\$ 4,599	\$ 5,613
City of Los Angeles	281.44	45.6%	\$ 1,014	\$ 77,683	\$ 70,492
For services not provided by the City of Los Angeles					\$ 8,206
Lynwood	4.85	0.8%	\$ 1,014	\$ 1,339	\$ 2,353
Maywood	1.18	0.2%	\$ 1,014	\$ 326	\$ 1,340
Monrovia	10.34	1.7%	\$ 1,014	\$ 2,854	\$ 3,868
Montebello	8.36	1.4%	\$ 1,014	\$ 2,308	\$ 3,322
Monterey Park	7.66	1.2%	\$ 1,014	\$ 2,114	\$ 3,129
Paramount	4.34	0.7%	\$ 1,014	\$ 1,198	\$ 2,212
Pasadena	22.7	3.7%	\$ 1,014	\$ 6,266	\$ 7,280
Pico Rivera	3.12	0.5%	\$ 1,014	\$ 861	\$ 1,875
Rosemead	5.14	0.8%	\$ 1,014	\$ 1,419	\$ 2,433
San Fernando	2.41	0.4%	\$ 1,014	\$ 665	\$ 1,679
San Gabriel	4.12	0.7%	\$ 1,014	\$ 1,137	\$ 2,151
San Marino	3.76	0.6%	\$ 1,014	\$ 1,038	\$ 2,052
Sierra Madre	2.99	0.5%	\$ 1,014	\$ 825	\$ 1,840

**EXHIBIT A1 (FY 2012-13 and FY 2013-14)**  
**LA County MOA - Los Angeles River Metals TMDL**

Signal Hill	1.13	0.2%	\$ 1,014	\$ 312	\$ 1,326
South El Monte*	2.09	-	\$ -	-	\$ -
South Gate	7.48	1.2%	\$ 1,014	\$ 2,065	\$ 3,079
South Pasadena	3.43	0.6%	\$ 1,014	\$ 947	\$ 1,961
Temple City	4.01	0.6%	\$ 1,014	\$ 1,107	\$ 2,121
Vernon	5.08	0.8%	\$ 1,014	\$ 1,402	\$ 2,416
Unincorporated LA County Areas	80.61	13.1%	\$ 1,014	\$ 22,250	\$ 23,264
<b>Total</b>	<b>617.34</b>	<b>100.0%</b>	<b>\$ 42,600</b>	<b>\$ 170,400</b>	<b>\$ 213,000</b>

\*South El Monte has declined to participate. If any city elects not to participate, the amount contributed by each agency will be adjusted.

**EXHIBIT A2 (FY 2014-15)****LA County MOA - Los Angeles River Metals TMDL**

<b>Metals TMDL</b>	<b>Area in Square Miles</b>	<b>Distribution</b>	<b>Base Rate (\$)</b>	<b>Allocation on Square Miles (\$)</b>	<b>Total Rate (\$)</b>
Alhambra	7.6	1.2%	\$ 1,157	\$ 2,393	\$ 3,550
Arcadia	10.93	1.8%	\$ 1,157	\$ 3,442	\$ 4,599
Bell	2.74	0.4%	\$ 1,157	\$ 863	\$ 2,020
Bell Gardens	2.48	0.4%	\$ 1,157	\$ 781	\$ 1,938
Bradbury	1.4	0.2%	\$ 1,157	\$ 441	\$ 1,598
Burbank	17.35	2.8%	\$ 1,157	\$ 5,463	\$ 6,621
Caltrans	11.24	1.8%	\$ 1,157	\$ 3,539	\$ 4,697
Calabasas	5.58	0.9%	\$ 1,157	\$ 1,757	\$ 2,914
Carson	0.24	0.0%	\$ 1,157	\$ 76	\$ 1,233
Commerce	6.56	1.1%	\$ 1,157	\$ 2,066	\$ 3,223
Compton	8.6	1.4%	\$ 1,157	\$ 2,708	\$ 3,865
Cudahy	1.12	0.2%	\$ 1,157	\$ 353	\$ 1,510
Downey	5.66	0.9%	\$ 1,157	\$ 1,782	\$ 2,939
Duarte	2.3	0.4%	\$ 1,157	\$ 724	\$ 1,881
El Monte	6.97	1.1%	\$ 1,157	\$ 2,195	\$ 3,352
Glendale	30.62	5.0%	\$ 1,157	\$ 9,642	\$ 10,799
Hidden Hills	1.57	0.3%	\$ 1,157	\$ 494	\$ 1,652
Huntington Park	3.03	0.5%	\$ 1,157	\$ 954	\$ 2,111
Irwindale	1.89	0.3%	\$ 1,157	\$ 595	\$ 1,752
La Canada Flintridge	8.57	1.4%	\$ 1,157	\$ 2,699	\$ 3,856
Lakewood	0.0844	0.0%	\$ 1,157	\$ 27	\$ 1,184
Long Beach	16.66	2.7%	\$ 1,157	\$ 5,246	\$ 6,403
City of Los Angeles	281.44	45.6%	\$ 1,157	\$ 88,625	\$ 81,576
For services not provided by the City of Los Angeles					\$ 8,206
Lynwood	4.85	0.8%	\$ 1,157	\$ 1,527	\$ 2,684
Maywood	1.18	0.2%	\$ 1,157	\$ 372	\$ 1,529
Monrovia	10.34	1.7%	\$ 1,157	\$ 3,256	\$ 4,413
Montebello	8.36	1.4%	\$ 1,157	\$ 2,633	\$ 3,790
Monterey Park	7.66	1.2%	\$ 1,157	\$ 2,412	\$ 3,569
Paramount	4.34	0.7%	\$ 1,157	\$ 1,367	\$ 2,524
Pasadena	22.7	3.7%	\$ 1,157	\$ 7,148	\$ 8,305
Pico Rivera	3.12	0.5%	\$ 1,157	\$ 982	\$ 2,140
Rosemead	5.14	0.8%	\$ 1,157	\$ 1,619	\$ 2,776
San Fernando	2.41	0.4%	\$ 1,157	\$ 759	\$ 1,916
San Gabriel	4.12	0.7%	\$ 1,157	\$ 1,297	\$ 2,455
San Marino	3.76	0.6%	\$ 1,157	\$ 1,184	\$ 2,341
Sierra Madre	2.99	0.5%	\$ 1,157	\$ 942	\$ 2,099

**EXHIBIT A2 (FY 2014-15)****LA County MOA - Los Angeles River Metals TMDL**

Signal Hill	1.13	0.2%	\$ 1,157	\$ 356	\$ 1,513
South El Monte*	2.09	-	\$ -	-	\$ -
South Gate	7.48	1.2%	\$ 1,157	\$ 2,355	\$ 3,513
South Pasadena	3.43	0.6%	\$ 1,157	\$ 1,080	\$ 2,237
Temple City	4.01	0.6%	\$ 1,157	\$ 1,263	\$ 2,420
Vernon	5.08	0.8%	\$ 1,157	\$ 1,600	\$ 2,757
Unincorporated LA County Areas	80.61	13.1%	\$ 1,157	\$ 25,384	\$ 26,541
<b>Total</b>	<b>617.34</b>	<b>100.0%</b>	<b>\$ 48,600</b>	<b>\$ 194,400</b>	<b>\$ 243,000</b>

\*South El Monte has declined to participate. If any city elects not to participate, the amount contributed by each agency will be adjusted.

**EXHIBIT B1**  
**Estimated Annual Cost of Monitoring (FY 2012-13 & FY 2013-14)**  
**Prepared by City of Los Angeles - Watershed Protection Division**

Field Work: TIER-I	No. Sampling Sites	Cost per Site	Total Cost per Month	Events per Year	Annual cost
DRY weather sample collection (grab)	13	\$ 200.00	\$ 2,600.00	6	\$ 15,600.00
WET weather sample collection (auto)	5	\$ 600.00	\$ 3,000.00	6	\$ 18,000.00
Autosampler & Flow Meter Maintenance	5	--	\$ 1,200.00	12	\$ 14,400.00
<i>Subtotal</i>					<b>\$ 48,000.00</b>

Field Work: TIER-II <sup>a</sup>					Annual cost
Tier II: Dry Weather Sampling (grab)	1	\$ 200.00	\$ 200.00	6	\$ 1,200.00
Tier II: Wet Weather Sampling (grab)	3	\$ 600.00	\$ 1,800.00	6	\$ 10,800.00
<i>Subtotal</i>					<b>\$ 12,000.00</b>

Laboratory Analysis	No. Samples (per yr)	Cost Per Sample	Annual cost
TIER-I <i>EPA 200.8: Total/Dissolved Cu, Pb, Zn, Se, Cd; EPA 200.7: Hardness. Includes Field Blanks and Field Duplicates (QA/QC)</i>	132	\$ 365.00	\$ 48,180.00
TIER-II <sup>a</sup> <i>EPA 200.8: Total/Dissolved Cu, Pb, Zn, Se, Cd; EPA 200.7: Hardness</i>	24	\$ 365.00	\$ 8,760.00
<i>Subtotal</i>			<b>\$ 56,940.00</b>

Equipment & Supplies					Annual Cost
Filtration Supplies (for Dissolved metals)					\$ 5,460.00
Autosampler & Flow Meter Servicing and/or Replacement Parts <sup>b</sup>					\$ 10,000.00
ISCO Cellular Modems (new equipment to replace outdated modems; one-time cost) <sup>c</sup>					\$ 11,000.00
Miscellaneous Consumables					\$ 1,500.00
Cellular Service Charges (telemetry system) <sup>d</sup>					\$ 2,100.00
<i>Subtotal</i>					<b>\$ 30,060.00</b>

Program Management (Data analysis & Management, Reporting, Supervision, and Coordination)	Annual Cost
TIER-I	\$ 40,000.00
TIER-II	\$ 10,000.00
<i>Subtotal</i>	<b>\$ 50,000.00</b>

Total Monitoring Annual Cost <sup>e, f</sup>					\$ 197,000.00
Plus COG Administrative costs					\$ 16,000.00
<b>Total</b>					<b>\$ 213,000.00</b>

Footnotes:

<sup>a</sup> If Tier-II activation criteria reset at the beginning of the annual reporting cycle, fewer sampling events will be required.

<sup>b</sup> This amount is to cover costs to repair/replace sensors, pumps, and other accessories in the event that damage occurs.

<sup>c</sup> Modems currently use analog cell service. Verizon will be dropping this service in the near future; upgraded modems are necessary for telemetry system to remain operational.

<sup>d</sup> If modems are upgraded to the digital platform, the cellular service charges will decrease to \$600/year.

<sup>e</sup> This cost estimate does NOT include TIER-III Source Tracking (per guidance from the Technical Committee).

<sup>f</sup> The Scope-of-Work for the Coordinated Monitoring Plan may be affected by issuance of the new MS4 Stormwater permit. If this occurs, this cost estimate will need to be revised.

**EXHIBIT B2**  
**Estimated Annual Cost of Monitoring (FY 2014-15)**  
**Prepared by City of Los Angeles - Watershed Protection Division**

Field Work: TIER-I	No. Sampling Sites	Cost per Site	Total Cost per Month	Events per Year	Annual cost
DRY weather sample collection (grab)	13	\$ 200.00	\$ 2,600.00	6	\$ 15,600.00
WET weather sample collection (auto)	5	\$ 600.00	\$ 3,000.00	6	\$ 18,000.00
Autosampler & Flow Meter Maintenance	5	--	\$ 1,200.00	12	\$ 14,400.00
<i>Subtotal</i>					\$ 48,000.00

Field Work: TIER-II <sup>a</sup>					Annual cost
Tier II: Dry Weather Sampling (grab)	1	\$ 200.00	\$ 200.00	6	\$ 1,200.00
Tier II: Wet Weather Sampling (grab)	3	\$ 600.00	\$ 1,800.00	6	\$ 10,800.00
<i>Subtotal</i>					\$ 12,000.00

Laboratory Analysis	No. Samples (per yr)	Cost Per Sample	Annual cost
TIER-I <i>EPA 200.8: Total/Dissolved Cu, Pb, Zn, Se, Cd; EPA 200.7: Hardness. Includes Field Blanks and Field Duplicates (QA/QC)</i>	132	\$ 365.00	\$ 48,180.00
TIER-II <sup>a</sup> <i>EPA 200.8: Total/Dissolved Cu, Pb, Zn, Se, Cd; EPA 200.7: Hardness</i>	24	\$ 365.00	\$ 8,760.00
<i>Subtotal</i>			\$ 56,940.00

Equipment & Supplies					Annual Cost
Filtration Supplies (for Dissolved metals)					\$ 5,460.00
Autosampler & Flow Meter Servicing and/or Replacement Parts <sup>b</sup>					\$ 10,000.00
ISCO Cellular Modems (new equipment to replace outdated modems; one-time cost) <sup>c</sup>					\$ 11,000.00
Miscellaneous Consumables					\$ 1,500.00
Cellular Service Charges (telemetry system) <sup>d</sup>					\$ 2,100.00
<i>Subtotal</i>					\$ 30,060.00

Program Management (Data analysis & Management, Reporting, Supervision, and Coordination)	Annual Cost
TIER-I	\$ 40,000.00
TIER-II	\$ 10,000.00
<i>Subtotal</i>	\$ 50,000.00

Total Monitoring Annual Cost <sup>e, f</sup>					\$ 197,000.00
Plus COG Administrative costs					\$ 16,000.00
County of Los Angeles estimated equipment critical repairs					\$ 30,000.00
<b>Total</b>					<b>\$ 243,000.00</b>

Footnotes:

<sup>a</sup> If Tier-II activation criteria reset at the beginning of the annual reporting cycle, fewer sampling events will be required.

<sup>b</sup> This amount is to cover costs to repair/replace sensors, pumps, and other accessories in the event that damage occurs.

<sup>c</sup> Modems currently use analog cell service. Verizon will be dropping this service in the near future; upgraded modems are necessary for telemetry system to remain operational.

<sup>d</sup> If modems are upgraded to the digital platform, the cellular service charges will decrease to \$600/year.

<sup>e</sup> This cost estimate does NOT include TIER-III Source Tracking (per guidance from the Technical Committee).

<sup>f</sup> The Scope-of-Work for the Coordinated Monitoring Plan may be affected by issuance of the new MS4 Stormwater permit. If this occurs, this cost estimate will need to be revised.